

**WAYNE-WESTLAND COMMUNITY SCHOOLS  
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

The Wayne-Westland Community Schools (the District) wishes to employ Dr. Gregory J. Baracy (the Superintendent) according to the terms and conditions of this Agreement.

The Superintendent wishes to serve the District according to the terms and conditions of this Agreement.

1. **Term.** The District will employ the Superintendent for a period of four school years, from July 1, 2009 until June 30, 2013. The District's Board of Education (the Board) will take official action to determine whether or not to extend this Agreement for an additional year, on or before April 1<sup>st</sup> of the first year of this Agreement and on or before April 1<sup>st</sup> of each succeeding year, and so notify the Superintendent in writing. This Agreement will be automatically extended for an additional year if no such official action is taken.

2. **Tenure.** The Superintendent will not have or acquire tenure in his current or any other administrative or assigned capacity. The Board's or the District's failure to continue his employment after the term of this Agreement, or re-employ him in another capacity other than as a classroom teacher, will not be considered a breach of this Agreement.

3. **Qualifications.** The Superintendent represents and warrants that he meets, and will continue to meet, at least the minimum qualifications and certifications required by law to serve in his current assignment and any other administrative position to which he may be assigned.

4. **Duties.** The Superintendent will competently and faithfully perform his duties, as required by law, and any additional duties or tasks assigned by the Board. The Superintendent will obey, comply with and fulfill all Board policies and decisions; all District administrative regulations; and, directions and directives from the Board.

5. **Salary and Other Compensation.** The Superintendent's base salary for the 2008-2009 school year was \$176,661.00, payable in equal installments over the school year. The Superintendent's base salary for the 2009-2010, school year will remain unchanged from 2008-2009 and will be \$176,661.00, payable in equal installments over the school year. The Superintendent's base salary for each succeeding year thereafter, will be adjusted upwards to reflect the same percentage pay raise as WWCOAA members receive; but will not be less than his or her base salary for the previous school year. The Superintendent will also receive the following additional compensation for his or her services:

A. The District will pay the Superintendent \$2,500.00 if he holds an Educational Specialist degree from an accredited college or university or \$3,500.00 if he holds a Ph.D., Ed.D. J.D. or L.L.D. from an accredited college or university.

B. The school year following a school year during which the Superintendent met the merit pay goals established pursuant to paragraph 8 of this Agreement, the District will pay the Superintendent merit pay in the amount of \$1,380.00 per month in addition to any other

compensation set forth in this Agreement. The amount of merit pay the Superintendent may receive for a given month will increase by the same percentage his base salary may increase.

C. Each quarter, the District will pay the Administrator additional compensation in the amount two percent of his or her base salary in recognition of the significant added work load, in addition to his or her usual duties, required by his or oversight of the District's bond issue(s) and/or sinking fund.

D. For each school year of satisfactory service by the Superintendent, the District will deposit \$12,688.00 into a non-elective 403(b) Plan designated by the Board, and will pay all related costs and fees. This deposit will be made in two equal payments, by the end of December and June of the school year during which the Superintendent has provided satisfactory service. The amount of the deposit specified in this paragraph will increase by the same percentage as the Superintendent's base salary.

E. If the Superintendent has actively worked for the District for ten or more years at the time of his death, disability or voluntary retirement from the District, the District will pay the Superintendent longevity pay equal to nine percent of his salary and other compensation. If the Superintendent has actively worked for the District for 15 or more years at the time of his death, disability or voluntary retirement from the District, the District will pay the Superintendent an additional longevity pay equal to five percent of his salary and other compensation. Longevity pay will be made by a non-elective contribution, subject to applicable limits, into a 403(b) and/or 457(b) Plan designated by the Board for the benefit of the Superintendent; provided, however, that, if the total longevity pay exceeds Plan or legal limits, the District will contribute the remainder at the next available opportunity.

F. The District will provide the Superintendent with an additional compensation stipend of \$913.00 per month, which amount shall increase by the same percentage as the Superintendent's base salary.

G. Until 2013 or until the Superintendent's death, whichever is sooner, the District will annually provide the Superintendent \$5,200.00 in compensation for the purchase of a Universal Life Insurance Policy on his life plus such additional amount necessary to provide a gross up necessary to reimburse the Superintendent for all applicable federal, state and FICA taxes. The Superintendent will provide the District, upon request, proof that such policy is in force.

H. The Superintendent, the Board and the District intend that all items of remuneration listed in this paragraph 5 will be treated as "compensation" under the Michigan Public School Employees Retirement Act and will be included in the Superintendent's Final Average Compensation. To effectuate that intent, the Board and the District will provide the Superintendent with legal counsel, or reimburse the Superintendent's reasonable legal expenses, in the event any such item of remuneration is not so treated and the Superintendent chooses to challenge that decision, administratively, in court or by appeal.

6. **Fringe Benefits.** The District will provide the Superintendent with the following fringe and other benefits:

A. The same hospitalization, dental, vision, long-term disability and life insurance benefits the District provides to members of Wayne-Westland Central Office Administrators Association (WWCOAA). The District will pay the Superintendent \$45.00 per pay period, based on 26 annual pay periods, if he elects not to receive District provided hospitalization, dental and vision benefits. The District will also pay the premium for a term life insurance policy on the Superintendent's life with a death benefit of \$250,000.00. The District, by payment of the premiums required to provide the insurance benefits described in this subparagraph, will be relieved from all liabilities with respect to the benefits provided. The failure of an insurance company to provide a benefit or benefits, for any reason, will not result in any liability to the District and will not be considered a breach by the District of this or any other agreement.

B. One day of sick leave for each month the Superintendent is actively employed under this Agreement. Sick days earned but unused under this or prior agreements will accumulate from month to month and school year to school year without limit. The District will pay the Superintendent for such earned but unused sick days upon the termination of his employment. The District will pay the Superintendent for earned but unused sick days at his per diem rate (calculated by dividing the Superintendent's salary and other compensation by 228). Payment for earned but unused sick days will be made by a non-elective contribution, subject to applicable limits, into a 403(b) and/or 457(b) Plan designated by the Board for the benefit of the Superintendent; provided, however, that, if the total longevity pay exceeds Plan or legal limits, the District will contribute the remainder at the next available opportunity.

C. Three personal business days per year. Earned but unused personal business days will be added to the Superintendent's personal sick bank.

D. Annually, twelve paid holidays on the Fourth of July, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Easter Monday and Memorial Day. The Superintendent will also receive the designated school holidays when school is not in session and may receive additional time off during school recess periods upon approval by the Board's President each year of this Agreement. Additionally, the Superintendent will receive 37 annual vacation days that he may take with notice to and approval by the Board's President. The Superintendent may carry over a maximum of 25 unused vacation days per year with the approval of the Board's President. However, the Superintendent's bank of unused vacation days may not exceed 62. At the end of the school year, the District will pay the Superintendent for accumulated but unused vacation days per school year at his per diem rate (calculated by dividing the Superintendent's salary and other compensation by 228), except for vacation days that are carried over.

E. The District will also pay the Superintendent at the rate recognized by the IRS for using his vehicle for District business when the round trip exceeds 50 miles.

F. If the Superintendent is absent from work because of an injury or disease payable under the Michigan Workers' Disability Compensation Act, the District will treat him in the manner provided in both the Wayne-Westland Building Administrator's Association (WWBAA) and WWCOAA collective bargaining agreements.

7. **Professional Organizations and Dues.** Annually, the District will reimburse the Superintendent for the dues for two professional organizations or associations of the Superintendent's choice and the expenses incurred for attending one national conference of the Superintendent's choice, and for such other reasonable and necessary expenses incurred acting on District business. Dues for additional professional organizations or associations and expenses incurred attending additional conferences may be approved by the Board upon request by the Superintendent in advance. The Superintendent will be reimbursed such expenses upon presentation to the Board's President of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form required by the District and in conformity with applicable laws and regulations of the Internal Revenue Service.

8. **Evaluation.** The Board will evaluate the Superintendent's performance annually and in writing, on or before March 30, which evaluation will include goals for merit pay for the next school year. The Board will notify the Superintendent within 10 (ten) days of the end of each school year if, in the Board's judgment, he has not met the established merit pay goals for that school year. The Board will grant a request by the Superintendent to meet to discuss his written evaluation in closed session.

9. **Outside Employment.** The Superintendent will devote his full time and energy to the performance of his duties and will not engage in other paid employment during the term of this Agreement, except during vacations, without the written consent of the Board's President.

10. **Physical and Mental Examinations.** The Superintendent, at his option and at District expense, may elect to take an executive physical once every year. The Superintendent agrees to submit to a comprehensive physical and/or mental examination at District expense by a professional(s) of the District's choice when, in the Board's judgment, such examination is necessary to determine: if the Superintendent can perform the essential functions of his job; the accommodations necessary to permit him to perform the essential functions of his job; or, is otherwise consistent with business necessity. In connection with such a physical and/or mental examination, the Superintendent will sign all requested release forms and other documents necessary to permit the designated professional(s) and the District to receive pertinent medical records and reports.

11. **Termination by District.** The Board or the District may terminate this Agreement during its terms for the following reasons: for cause; for any act of moral turpitude or misconduct by the Superintendent; the suspension or revocation of the Superintendent's certification, if certification is required for his position; or, the breach by the Superintendent of any of the terms of this Agreement. Upon termination, the Board and the District shall have no further obligation to the Superintendent under this Agreement and all salary and compensation, fringe benefits and pension contributions shall cease.

12. **Termination by Superintendent.** The Superintendent may terminate this Agreement by 180 day written notice to the Board's President.

13. **Placement in Bargaining Unit.** The District will place the Superintendent, upon his request, into a position he previously held in one of the District's collective bargaining units

according to the terms of the applicable collective bargaining agreement in effect at the time of the request and placement and according to his certification and qualifications.

14. **Indemnification.** The District will defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of employment while being Superintendent. The Superintendent shall give the Board notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against the Superintendent. The Board shall have the right to appoint the attorney and conduct the defense of any such claim or action. If, in the opinion of the Board, the Superintendent fails to fully cooperate in the defense of any claim or action, then this provision of defense, indemnify and save harmless shall become null and void. This paragraph survives the termination and expiration date of this contract.

15. **Waiver.** The Board's or the District's decision to waive the Superintendent's breach of this Agreement will not operate or be construed as a waiver of any subsequent breach. No waiver will be valid unless in writing and approved by the Board in compliance with the Open Meetings Act.

16. **Severability.** If any provision of this Agreement is or becomes legally invalid, that provision will be unenforceable without invalidating all the other provisions of this Agreement.

17. **Entire Agreement.** This Agreement is the parties' entire agreement and supersedes any other agreement or understanding, verbal or written, and may not be modified or rescinded except by another written agreement signed by the Superintendent and approved by the Board in compliance with the Open Meetings Act.

SUPERINTENDENT

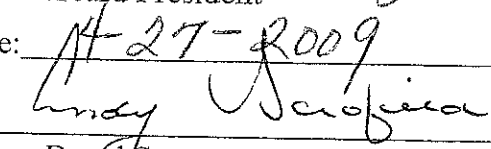
  
\_\_\_\_\_  
Dr. Gregory J. Baracy

Date: 4-27-2009

BOARD OF EDUCATION OF THE  
WAYNE-WESTLAND COMMUNITY  
SCHOOLS

By:   
\_\_\_\_\_  
Board President

Date: 4-27-2009

By:   
\_\_\_\_\_  
Board Secretary

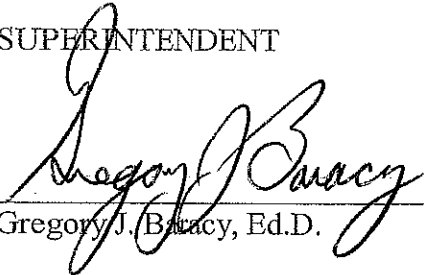
Date: 4-27-2009

AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

Dr. Gregory J. Baracy (the Superintendent) and the Wayne-Westland Community Schools (the District) are parties to an employment contract, dated April 27, 2009 (the Contract). In light of the current school funding crisis and the sacrifices made and requested of other District employees, the Superintendent wishes to voluntarily reduce the compensation to which he is otherwise entitled according to the terms of this Amendment. THEREFORE, it is agreed:

1. The Superintendent's base salary for the 2010-2011 school year will remain the same as his base salary for the 2009-2010 school year.
2. Effective July 1, 2010, if the Superintendent receives health insurance from the District, his base salary will be reduced by \$480.00 to reflect his contribution toward the premium cost of his health insurance. This reduction will take place pursuant to a District sponsored 125 Plan on a pre-tax basis on the same schedule as other District employees (i.e., over 16 pays).
3. Except as set forth in this Amendment, the Contract will remain in full force and effect.

SUPERINTENDENT

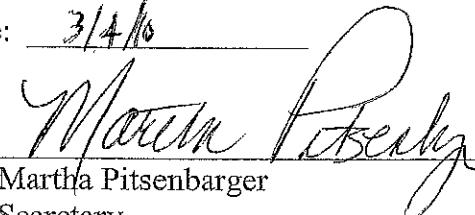
  
\_\_\_\_\_  
Gregory J. Baracy, Ed.D.

Date: 3-4-10

WAYNE-WESTLAND COMMUNITY SCHOOLS  
BOARD OF EDUCATION

By:   
\_\_\_\_\_  
Skip Mohit  
President

Date: 3/4/10

By:   
\_\_\_\_\_  
Martha Pitsenbarger  
Secretary

Date: 3/4/10

**SECOND ADMENDMENT TO SUPERINTENDENT'S  
EMPLOYMENT CONTRACT**

Dr. Gregory J. Baracy (the Superintendent) and the Wayne-Westland Community Schools (the District) are parties to an employment contract, dated April 27, 2009 and previously amended on March 4, 2010 (the Contract). In light of the current school funding crisis and the sacrifices made and requested of other District employees, the Superintendent wishes to voluntarily apply the following provisions of the Wayne-Westland Central Office Administrators Association (W-WCOAA) collective bargaining agreement:


1. A 10% healthcare contribution. This contribution will be made through the District sponsored 125 Plan on a pre-tax basis on the same schedule as other District employees (i.e., over 20 pays).
2. Two furlough days; consistent with the W-WCOAA collective bargaining agreement.


The Superintendent wishes to freeze his salary for the 2011-2012 school year, forgoing the increase provided for in the W-WCOAA collective bargaining agreement. Therefore, for the 2011-2012 school year the Superintendent's base salary will remain the same as his base salary for the 2010-2011 school year, except for the reduction noted in paragraph 2 above.

Except as set forth in this Amendment, the contract will remain in full force and effect.


SUPERINTENDENT

WAYNE-WESTLAND COMMUNITY SCHOOLS

  
\_\_\_\_\_  
Gregory J. Baracy, Ed.D.

By:   
\_\_\_\_\_  
Skip Moritt, President  
Board of Education

Date:

Date: \_\_\_\_\_  
By:   
\_\_\_\_\_  
Cindy Schofield, Secretary  
Board of Education

Date: 6.29.2011

**AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

The Wayne-Westland Community Schools (the District) and Dr. Gregory J. Baracy (the Superintendent) are parties to an employment agreement dated March 4, 2010 (the Agreement).

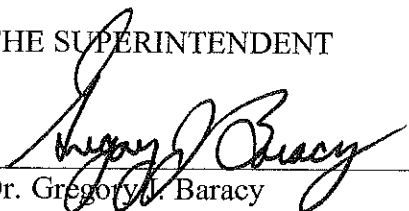
The Superintendent has informed the District's Board of Education (the Board) of his intention to retire effective June 30, 2015. The Board has accepted the Superintendent's notice of intention to retire effective June 30, 2015 and the Board the Superintendent wish to make a consistent amendment to the Agreement. THEREFORE, the District and the Superintendent agree as follows:

1. Paragraph 1 of the Agreement, entitled "Term," is deleted and replaced with the following:

"The District will employ the Superintendent until June 30, 2015."

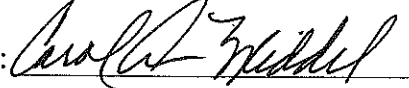
2. In all other respects, the Agreement will remain in full force and effect.

THE SUPERINTENDENT

  
\_\_\_\_\_  
Dr. Gregory J. Baracy


Dated: 2-15-2012

THE BOARD AND THE DISTRICT

By:  M.Ed.  
\_\_\_\_\_  
Its: President, Carol Middel

Its: President, Carol Middel

Dated: 3/22/12

By:   
\_\_\_\_\_  
Its: Secretary, Cindy Schofield

Its: Secretary, Cindy Schofield

Dated: 3/22/12

**RECEIVED**

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**HUMAN RESOURCES**